



GENERAL CONSULTING AGREEMENT

AGREEMENT between SKDKnickerbocker LLC, a Delaware limited liability company ("SKDK") and Jane Hoffman ("Consultant").

W I T N E S S E T H:

WHEREAS, Consultant presented SKDK with the opportunity to work jointly with the Prince Albert II of Monaco Foundation (The Foundation) for media representation.

On May 20, 2019 the Foundation, the Consultant and SKDK began discussions around providing The Foundation with expertise and consulting services. On June 10, 2019 the Consulting Agreement and Scope of Work was finalized.

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to work jointly with SKDK in performing the following services ("Services") during the term of this Agreement:

Consultant will act as a working representative of SKDK for the benefit of SKDK and Consultant's client, The Prince Albert II of Monaco Foundation per the scope of work agreed between SKDK, the Consultant and The Foundation dated June 10, 2019 entitled Consulting Agreement (the "Project"). Consultant will work in partnership with SKDK to successfully define and deliver all aspects of the Project. Pursuant to the Project:

1. Consultant will be primarily responsible for:
 - a. Third Party Validator and Celebrity Outreach
 - b. Media Outreach and Public Affairs activities

Jane Hoffman shall perform the work under this agreement on behalf of the Consultant.

Consultant and SKDK mutually agree that they will use best efforts during the performance of such Services to promote the mutual interests of both parties and to devote to the business and affairs of both parties during the Term of this Agreement such portion of SKDK and Consultant's time and energies as is necessary to perform such Services.

Consultant warrants that all Services shall conform with all applicable federal, state, and local laws and regulations. Consultant further represents and warrants that Consultant

has provided SKDK with all information requested by SKDK concerning the Services needed for SKDK to comply with the reporting requirements of the Foreign Agents Registration Act of 1938, as amended ("FARA") and shall comply with any and all other instructions provided by SKDK to ensure compliance with FARA including, but not limited to, FARA requirements regarding the dissemination of informational materials.

2. TERM OF AGREEMENT. The Term of this Agreement shall begin on May 31, 2019 and end on July 31, 2019 or on such date as is otherwise agreed by both parties. Termination may occur with just cause, upon ten (10) business days written notice to the other. Consultant and SKDK mutually agree that any new engagement or follow-on work with The Foundation or any of its related entities within twelve (12) months from the End Date in the Agreement must be with the participation and involvement of both the Consultant and SKDK unless otherwise agreed in writing and/or at the request of The Foundation. As a matter of record, Consultant has an ongoing relationship with Olivier Wenden, the Executive Director of the Foundation established prior to this Agreement.

3. COMPENSATION.

3.1. Rate of Compensation. As compensation for Services provided pursuant to Paragraph 1 of this Agreement, Consultant shall be paid a total fee of ten thousand dollars per month (\$10,000) for this initial two month project made payable in two payments (\$10,000 each. \$20,000 total). Payments will be made to Consultant within five business days upon receipt of payment from The Foundation to SKDK. If and when work with The Foundation extends beyond the initial two-month period, Consultant will continue to be paid a total fee of ten thousand dollars per month (\$10,000) for the duration of work performed on behalf of The Foundation.

3.2. Expenses. SKDK shall be responsible for the repayment of Consultant's expenses directly attributable to Consultant's Services to be provided hereunder. Consultant shall obtain written approval from SKDK prior to the incurrence of any expense exceeding two hundred dollars (\$200.00). SKDK shall reimburse Consultant for such approved expenses upon receipt of applicable invoice and upon Consultant providing SKDK a receipt for the expenses incurred along with a description of the incurred expense and any other information reasonably requested by SKDK regarding such expenses.

3.3. Payment upon Early Termination. In the event of an early termination of this Agreement for just cause, other than for breach of this Agreement by Consultant or SKDK, SKDK shall pay Consultant the full amount due as stipulated in Paragraph 3.1 contingent upon payments received from The Foundation.

4. CONTACT PERSONS AND PRESS COORDINATION.

4.1. SKDK designates Loren Riegelhaupt ("SKDK contact") as Consultants primary contact. Consultant shall direct invoices to Loren at:

Email: loren@skdknick.com
Telephone: 646-930-0223

4.2 All reports, notices, inquiries and other communications as it pertains to the normal course of business and work flow on behalf of The Foundation will be shared between Consultant and SKDK's Loren Riegelhaupt and/or Stephanie Reichin and/or Julia Schechter and/or Marisa Rodriguez and/or Liza Dee a/k/a identified in group emails as "Monaco (monaco@skdknick.com) as well as others whose services in furtherance of the Project are rendered in a clerical, secretarial, or in a related or similar capacity.

Consultant designates ("Consultant contact") Jane Hoffman as SKDK's primary contact. SKDK shall direct all notices, inquiries and other communications to Jane at:

Email: jhoffman@planetatp.com
Telephone: 310-739-1445

4.2. Press. Consultant and SKDK will share strategies and communicate with any member of the press, including representatives of both print and electronic media, regarding any aspect of this Agreement, the services performed by SKDK and/or the Consultant under this Agreement, or any knowledge or information relating to the business of Consultant and/or SKDK or Consultant and/or SKDK's clients obtained as a result of the services performed by Consultant and/or SKDK under this Agreement. Consultant and SKDK shall promptly all queries from the press, in whatever form or circumstances between them.

5. CONFIDENTIALITY.

5.1. Consultant and SKDK mutually agree to not, directly or indirectly, at any time during the Term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than SKDK or Consultant or other persons employed or designated by SKDK or Consultant) any knowledge or information of

any type whatsoever acquired by either party in the course of the relationship, including (but not limited to) knowledge or information relating to the business or activities of both Consultant and SKDK and/or both Consultant's and SKDK's clients, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

- 5.2. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise mutually acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not either Consultant or SKDK has been notified that such information is Confidential Information. The foregoing shall not prohibit or limit SKDK or Consultant's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies), which: (i) is already known to SKDK and/or Consultant; (ii) is independently developed by Consultant without use of, or reference to, the Confidential Information; (iii) was received by Consultant on a non-confidential basis from a third party that, to Consultant's best knowledge, lawfully possessed and was lawfully entitled to disclose such information; or (iv) is or becomes part of the public domain through no breach by Consultant of this Agreement.
- 5.3. Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies SKDK (to the extent legal and practicable), by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives SKDK a reasonable opportunity to contest such disclosure.
- 5.4. Upon termination of this Agreement for just cause or upon breach of any of the obligations set forth in this Agreement, Consultant and SKDK shall agree that all Confidential Information (as defined above) will remain as Confidential, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

5.5. The obligations set forth in this Paragraph 5 shall survive indefinitely the termination of this Agreement.

6. ASSISTANCE WITH GOVERNMENT INQUIRY. Consultant agrees to provide, in a timely manner, and at SKDK's cost and expense, all documents and services, including personal services, necessary to assist SKDK in connection with any audit, inquiry or investigation of SKDK by any government agency relating to Consultant's services under this Agreement. The obligations set forth in this Paragraph shall survive indefinitely the termination of this Agreement, subject to Consultant's reasonable availability.
7. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to SKDK, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between SKDK and Consultant. As an independent contractor, Consultant is responsible for payment of all applicable obligations to state and/or Federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc.
8. BREACH BY PARTIES. Each party recognizes that the Services to be rendered under this Agreement by Consultant and SKDK are special, unique and extraordinary in character. Both parties therefore agree that in the event of breach by either Consultant or SKDK of the terms and conditions of this Agreement to be performed by Consultant and/or SKDK, Consultant and/or SKDK shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to seek damages for any breach of this Agreement, to seek an injunction restraining Consultant from committing or continuing any violation of this Agreement (including, without limitation, the provisions of Paragraph 5), or to seek to enforce the specific performance of this Agreement by Consultant.
9. OWNERSHIP OF WORK PRODUCT.
 - 9.1. All work product, files, documents, artwork, computer records, and other materials produced or obtained by or from Consultant specifically and exclusively in furtherance of work performed with SKDK under this Agreement ("Work Product") are "works made for hire." The Work Product and all associated intellectual property rights shall unconditionally be shared as mutual property of both the Consultant and SKDK regardless of any payment or other dispute. Consultant and SKDK mutually agree to treat the Work Product with the confidentiality accorded to Confidential Information pursuant to Paragraph 5 above.

9.2. In performing the Services or in the development of any Work Product, Consultant will not knowingly infringe upon the rights, including, without limitation, patent, copyright, trade secret or other proprietary rights, of any third party whatsoever.

9.3. The obligations set forth in this Paragraph 9 shall survive indefinitely the termination of this Agreement.

10. INDEMNIFICATION.

10.1. Consultant agrees to indemnify and hold harmless SKDK and its officers, employees, and agents against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees, to the extent that any such losses, claims, damages, liabilities or expenses have resulted primarily and directly from Consultant's gross negligence, willful misconduct, fraud or material breach of this Agreement as determined by final and non-appealable judgment of a court of competent jurisdiction.

10.2. SKDK hereby acknowledges that no express or implied representations have been made to it concerning this Agreement or Consultant's performance with respect thereto and waives its right to make a claim based upon any alleged representation (whether express or implied) or the reliance of SKDK or any third party thereto. Consultant makes no warranties, express or implied, whatsoever, including without limitation, merchantability, fitness for a particular purpose, quiet enjoyment, title, accuracy, non-infringement, or course of dealing, usage or trade, with respect to any materials or information provided by Consultant under this Agreement, and any tangible work product of Consultant is provided to SKDK "as is" and "with all faults". Consultant shall not be liable for any consequential, incidental, special, punitive or exemplary damages, or lost profits or cost of procurement of substitute services, even if Consultant has been apprised of the likelihood of such damages occurring.

10.3. SKDK agrees to indemnify and hold harmless Consultant and its officers, employees, and agents against any and all liability, costs, damages, or expenses, including reasonable attorneys' fees, relating to, arising out of, or in connection with the activities performed or services furnished by SKDK pursuant to this Agreement, except to the extent that any such losses, claims, damages, liabilities or expenses have resulted primarily and directly from SKDK's gross negligence, willful misconduct, fraud or material breach of this Agreement as determined by final and non-appealable judgment of a court of competent jurisdiction.

10.4. The obligations set forth in this Paragraph 10 shall survive indefinitely the termination of this Agreement.

11. GOVERNING LAW; CAPTIONS. All matters (in contract, tort or otherwise) arising out of, in connection with, or relating to this Agreement including, without limitation, the validity, interpretation, construction, performance, and enforcement of this Agreement, shall be governed, construed, and interpreted exclusively in accordance with the laws of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. Paragraph headings are for convenience of reference only and shall not be considered a part of this Agreement. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained in this Agreement. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement.
12. ARBITRATION. Any dispute arising out of this Agreement shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Washington, DC, before one arbitrator. The arbitrator shall award to the prevailing party the costs of the arbitration, including compensation for the arbitrator and attorneys' fees, to the prevailing party. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any court having jurisdiction.
13. PRIOR AGREEMENTS. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and terminates and supersedes all prior or contemporaneous representations, promises, warranties, covenants, undertakings, discussions, negotiations, and agreements, whether written or oral, other than those expressly contained in this Agreement.
14. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of SKDK hereunder shall be binding upon and run in favor of the successors and assigns of SKDK. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, SKDK shall have no further liability for payments hereunder.

15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .pdf or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

IN WITNESS WHEREOF, SKDK and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

SKDKNICKERBOCKER LLC

By: 

Title: COO

Date: 6/25/19

JANE HOFFMAN

By: 

Title: Consultant

Date: 25 June 2019

CONFIDENTIALITY AGREEMENT

Confidentiality Agreement made as of 25 June, 2019, between SKDKnickerbocker LLC ("SKDK") a Delaware limited liability company, having its principal place of business at 1150 18th Street, NW, Suite 800, Washington, DC 20036 ("Disclosing Party"), and Jane Hoffman ("Recipient").

In consideration of the relationship between Disclosing Party and Recipient, Recipient acknowledges that certain Confidential Information (as defined) may be disclosed to Recipient or otherwise come to Recipient's attention. "Confidential Information" means all oral and written confidential information, proprietary information, trade secrets and other information, documents or materials not generally available to the public that prior, on or after the date hereof (x) have been or are provided, disclosed or made available to Recipient by Disclosing Party or (y) Recipient has access to, in connection with Recipient's association with, or performance of services for, Disclosing Party. "Confidential Information" shall include, without limitation, any discussions, summaries, analyses, studies, compilations or other documents or memorializations of or relating to the Confidential Information and any other information, documents, or materials identified by Disclosing Party as confidential or proprietary. All confidential information, in whatever form provided, shall remain the property of Disclosing Party.

Use of Confidential Information by Recipient

At all times, Recipient shall maintain the confidentiality of the Confidential Information and, without Disclosing Party's prior written consent, shall neither (x) use the confidential information for any purpose other than for Disclosing Party's benefit and as necessary to fulfill the express written directions of Disclosing Party nor (y) disclose the Confidential Information to any third party. Recipient shall not be bound by the terms of this Agreement with respect to particular portions of the Confidential Information to the extent that: (i) disclosure of such information is mutually agreed upon by Recipient and Disclosing Party in writing; or (ii) such information is or becomes generally known or available to the public other than through Recipient. Recipient understands and acknowledges that the Confidential Information is being made available to the public other than through Recipient. Recipient understands and acknowledges that the Confidential Information is being made available without any representation or warranty, express or implied, as to the accuracy or completeness of such Confidential Information and Recipient agrees that Disclosing Party shall not have any liability to Recipient in connection with Recipient's use of the Confidential Information.

Termination

Disclosing Party may elect at any time to terminate this Agreement and/or Recipient's access to the Confidential Information. Recipient shall return all Confidential Information (including copies, reproductions or otherwise containing Confidential Information) to Disclosing Party upon the earlier to occur of the termination of this Agreement or ten business days after Disclosing Party's request therefor. The requirements and restrictions regarding the use and disclosure of Confidential Information set forth in this Agreement shall survive any termination of this Agreement.

Remedies

As used in this Agreement, "Losses" shall include but not be limited to losses, costs, claims, damages, legal fees, liabilities, penalties and expenses. If Disclosing Party sustains any Losses due to a breach of this Agreement by Recipient, its employees, agents or those who are provided access through Recipient to Confidential Information, Recipient shall indemnify, defend, and

hold Disclosing Party harmless against any and all Losses. If Recipient breaches or threatens to breach this Agreement, Disclosing Party shall be entitled to the entry of an injunction or other equitable relief and Recipient hereby consents to the issuance by any court of a restraining order or an injunction, without bond, Recipient having acknowledged and agreed that any such breach or threatened breach would cause irreparable injury to Disclosing Party and that monetary damages would be inadequate to compensate for such breach. This remedy shall be in addition to any other remedies available to Disclosing Party.

Applicable Law

This Agreement, its validity, construction, and performance shall be governed by and construed in all respects under the laws of the State of Delaware without regard to the laws that would otherwise apply under applicable choice-of-law principles.

Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Recipient may not assign its rights or duties under this Agreement without Disclosing Party's prior written consent. No changes, modifications, or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto. No waiver by Disclosing Party of Recipient's breach of this Agreement shall operate as a waiver of any subsequent breach.

This agreement, and any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile. Any such facsimile shall constitute the final agreement of the parties and conclusive proof of such agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER

RECIPIENT

SKDKnickerbocker LLC

Jane Hoffman

By: 

By: 

Print Name: THEODORE CHIDO

Print Name: Jane Hoffman

Title: COO

Title: Consultant

Date: 6/25/2019

Date: 25 June 2019